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Third Party Plaintiffs PCJV USA, LLC, PCI
TRADING LLC, POTATO CORNER LA
GROUP, LLC, GK CAPITAL GROUP, LLC,
NKM CAPITAL GROUP, LLC and GUY
KOREN, and Defendants J & K AMERICANA,
LLC, J&K LAKEWOOD, LLC, J&K
OAKRIDGE, LLC, J&K VALLEY FAIR, LLC, J
& K ONTARIO, LLC, J&K PC TRUCKS, LLC,
HLK MILPITAS, LLC, and GK CERRITOS, LLC

**UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA**

SHAKEY'S PIZZA ASIA VENTURES,
INC, a Philippines corporation,

Plaintiff,

vs.

PCJV USA, LLC, a Delaware limited
liability company; PCI TRADING , LLC, a
Delaware limited liability company; GUY
KOREN, an individual; POTATO CORNER
LA GROUP, LLC, a California limited
liability company; NKM CAPITAL GROUP,
LLC, a California limited liability company;
J & K AMERICANA, LLC, a California
limited liability company; J&K
LAKEWOOD, LLC, a California limited
liability company; J&K VALLEY FAIR,
LLC, a California limited liability company;
J & K ONTARIO, LLC, a California limited
liability company; HLK MILPITAS, LLC, a
California, limited liability company; GK
CERRITOS, LLC, a California, limited
liability company; J&K PC TRUCKS, LLC,
a California limited liability company; and,
GK CAPITAL GROUP, LLC, a California

Case No. 2:24-CV-04546-SB(AGRx)

Hon. Stanley Blumenfeld, Jr.

**DECLARATION OF ARASH
BERAL RE: DKT. NO. 284 AND
SUBMISSION OF DEFENDANTS'
PROPOSED VERDICT FORM**

Complaint Filed: May 31, 2024
Trial Date: August 26, 2025

160850.00001/154448422v.1

limited liability company and DOES 1
through 100, inclusive,

Defendants.

PCJV USA, LLC, a Delaware limited
liability company; PCI TRADING LLC, a
Delaware limited liability company;
POTATO CORNER LA GROUP LLC, a
California limited liability company; GK
CAPITAL GROUP, LLC, a California
limited liability company; NKM CAPITAL
GROUP LLC, a California limited liability
company; and GUY KOREN, an individual,

Counter-Claimants,

v.

SHAKEY'S PIZZA ASIA VENTURES,
INC, a Philippines corporation,

Counter Defendant.

PCJV USA, LLC, a Delaware limited
liability company; PCI TRADING LLC, a
Delaware limited liability company;
POTATO CORNER LA GROUP LLC, a
California limited liability company; GK
CAPITAL GROUP, LLC, a California
limited liability company; NKM CAPITAL
GROUP LLC, a California limited liability
company; and GUY KOREN, an individual,

Third Party Plaintiffs,

v.

PC INTERNATIONAL PTE LTD., a
Singapore business entity; SPAVI
INTERNATIONAL USA, INC., a California
corporation; CINCO CORPORATION, a
Philippines corporation; and ROES 1 through
10, inclusive,

Third Party Defendants.

DECLARATION OF ARASH BERAL

I, Arash Beral, declare as follows:

1. I am a partner at Blank Rome LLP, counsel of record for Defendants, Counterclaimants, and Third Party Plaintiffs. I have personal knowledge of the facts set forth in this declaration, and if called upon to testify under oath, I could and would testify competently thereto.

2. On Friday morning, in response to Mr. Murphy's 5:06 p.m. email of the previous evening—which did not materially advance our efforts to finalize a joint verdict form but rather demonstrated to us that he had devoted minimal attention to the draft Mr. Malynn had circulated last Monday—I sent an email addressed to both Mr. Murphy and Mr. Malynn. My purpose in addressing the email to Mr. Malynn was to avoid any impression that Mr. Murphy was being singled out and to ensure that personal feelings would not impede our progress. I offered to take time to create a new verdict form for the jury, drawing on my prior experience doing so in another federal trial where my approach satisfied all of the attorneys in that case. I asked that we reach consensus and be prepared to file the form later that day (by Friday night).

3. Mr. Murphy reacted negatively, prompting further correspondence. During those discussions, I furnished Mr. Murphy a preliminary list showing more than sixty (60) problems identified by Mr. Malynn with what Mr. Murphy was proposing. As I understood it, each of these deficiencies stemmed either from Mr. Murphy's refusal to work from the form Mr. Malynn had circulated on Monday or from Mr. Murphy's efforts to wholly delete our side's proposed revisions.

4. All those disputes aside, the 50+ page form under discussion would, in my judgment, impose an undue burden on both the Jury and the Court, rendering it effectively unworkable. Consequently, I devoted the better part of Friday to preparing a new streamlined version, which I circulated at 3:13 p.m, a true and

1 correct copy of which is attached hereto as **Exhibit A**. Exhibit A is no more than 10
2 pages long.

3 5. I prepared Exhibit A as a balanced, compromise proposal. The
4 document grants Plaintiff its originally requested “general” verdict form but does so
5 on a reciprocal basis that applies equally to both sides. Complementing the verdict
6 form is an Appendix containing seven questions which address the trademark issues
7 that I believe the trademark lawyers in this case have identified as dispositive and
8 that the Jury must resolve in an intelligent order. Notably, Question 6 directs the
9 Jury—if it reaches that point—to determine the duration of Defendants’ right to use
10 the trademarks in the United States, offering four check-the-box alternatives for ease
11 of decision, including a “May 31, 2024” box for the Jury to effectively find that
12 Plaintiff’s May 31, 2024 termination was proper.

13 6. I thought this proposal would get traction and that we could hopefully
14 agree to and file it that same day (Friday). Indeed, it was *Mr. Murphy* who first
15 desired a short “general verdict” form on Plaintiff’s claims.

16 7. About an hour and a half later, at 4:40 p.m. on Friday, the Court entered
17 Dkt. No. 284, directing the parties to file their verdict form by 7:00 a.m. on
18 Monday, August 25. We, unfortunately, did not hear from Mr. Murphy any further
19 on Friday.

20 8. We did not hear from Mr. Murphy on Saturday morning either. On
21 Saturday afternoon, Mr. Murphy sent an email summarily rejecting my form stating
22 simply: “Appendices in verdict forms is a bad idea.”

23 9. Over the weekend, Mr. Malynn attempted multiple times to engage Mr.
24 Murphy on my proposed form. On Sunday evening, however, Mr. Murphy declared
25 my form as “confusing” and “oversimplify[ies] everything in a way that inures to
26 your clients’ benefit.”

27 ///

1 10. Mr. Malynn continued to engage and meet and confer with Mr. Murphy
2 on the alternative 50+ page form, on which there appear to be significant disputes
3 and impasses. Mr. Malynn answered Mr. Murphy's questions, provided his
4 comments and feedback, and attempted to reach a resolution. No resolution was
5 reached on the 50+ page form.

6 11. Throughout this litigation I have consistently approached each
7 disagreement with the goal of achieving a fair and efficient resolution, rather than
8 manufacturing disputes for tactical advantage. Despite my expressed desire to file a
9 joint verdict form by Friday night, we received no response from Mr. Murphy on
10 Friday after the Court entered Dkt. No. 284. It has become apparent to me that Mr.
11 Murphy "used" the "additional time" to manufacture inaccurate email records over
12 the weekend, shift the burden back to us so as to later claim—falsely—that we are
13 to blame for the impasse. Mr. Murphy, however, made no meaningful effort to
14 engage with either of our drafts, only superficial attempts for the sake of
15 appearance.

16 12. I have no desire, now or ever, to be sanctioned or held in contempt for
17 failing to comply with any order issued by any court. We first circulated our
18 proposed verdict form over 3 months ago, on May 23, 2025. We did not get
19 Plaintiff's version until approximately an hour before it was due to be filed jointly,
20 on July 29, 2025. *See* Dkt. No. 249-1 at Paragraphs 31-33; Dkt. No. 241 at
21 Paragraphs 5-7, 20. While we worked collaboratively with Ms. Tirtasaputra for a
22 few short days when Mr. Murphy was not leading the discussions, we have not
23 heard from any counsel other than Mr. Murphy for days. Reaching consensus and
24 having a genuine meet and confer with Mr. Murphy has been nearly impossible.
25 Once again, Mr. Murphy has "used" this additional time to: (a) shift blame on us
26 (e.g. at 8:34 pm tonight, he emailed Mr. Malynn stating, "you may have already
27 sabotaged our ability to meet the 7 am deadline"), (b) repeatedly mischaracterize the

1 state of discussions (claiming, for example, that the parties are “very close” or that
2 there are “very few actual disagreements” or that “we appear to now have agreement
3 on a single joint verdict form with some disagreements here and there” when none
4 of that is or was true), and (c) misleadingly frame the issues suggesting that his draft
5 is the “only” viable option while refusing to substantively engage with either Mr.
6 Malynn’s Monday, August 18 draft or my streamlined, August 22 draft.

7 13. Mr. Murphy informed us at 8:34 pm Sunday night that he plans to
8 “conduct research” and send us an “incomplete” substantive response (even though
9 he had promised a complete “substantive response” earlier today). He never did
10 provide anything.

11 14. While I submit this declaration primarily to affirm our good-faith
12 compliance with joint filings (which require Plaintiff’s reciprocal good-faith
13 compliance) and thereby avoid the imposition of sanctions, I also respectfully
14 maintain that the form of order I have proposed at Exhibit A is the most practical
15 and equitable for this case, and that it will best serve the Jury and the Court alike.

16 15. I therefore request that the Court review and adopt my proposed form at
17 Exhibit A to this declaration.

18 I declare under penalty of perjury that the foregoing is true and correct.
19 Executed August 25, 2025, within the United States, its territories, possessions, or
20 commonwealths.

21
22 /s/ Arash Beral
23 Arash Beral
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CERTIFICATE OF SERVICE

The undersigned certifies that on August 25, 2025, the foregoing document was electronically filed with the Clerk of the Court for the United States District Court, Central District of California, using the Court's Electronic Case Filing (ECF) system. I further certify that all participants in the case are registered CM/ECF users and that service will be accomplished by the CM/ECF system.

I certify under penalty of perjury that the foregoing is true and correct.
Executed on August 25, 2025.

By: /s/AJ Cruickshank